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**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

STEVEN B. SOLTMAN, an individual,  
JOHN S. LEVITT, an individual,  
MARIANNE HARTSHORNE and  
ROBERT HARTSHORNE, as trustees of  
THE HARTSHORNE FAMILY TRUST,  
all on their own behalf and on behalf of all  
others similarly situated and on behalf of  
the general public,

Plaintiffs,

vs.

JACKSON NATIONAL LIFE  
INSURANCE COMPANY, a Michigan  
Corporation; and DOES 1-10, inclusive

Defendants.

**Case No.: CV10-00612-R (RZx)**

**ORDER ON STIPULATION RE:  
PROTECTIVE ORDER**

**Complaint  
filed: January 28, 2010**

**First Amended Complaint  
filed: April 1, 2010**

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1 The Court, having reviewed the Parties' Stipulated Protective Order and  
2 for GOOD CAUSE, orders as follows:

3  
4 1. Purposes and Limitations.

5 Disclosure and discovery activity in this litigation are likely to involve  
6 production of confidential, proprietary, private and/or personal information of  
7 Jackson, Plaintiffs and/or other persons or entities for which special protection  
8 against public disclosure and use for any purpose other than prosecuting this  
9 litigation would be warranted. Accordingly, Plaintiffs and Defendant, by and  
10 through their counsel of record, hereby enter into this stipulation regarding the  
11 production and protection of such information (the "Stipulation"), and further  
12 agree to petition the Court in any of the actions to which this Agreement applies to  
13 seek entry of a Proposed Protective Order ("Protective Order") consistent with this  
14 Stipulation.

15 The parties acknowledge that this Stipulation, and any implementing  
16 Protective Order, does not confer blanket protections on all disclosures or  
17 responses to discovery and that the protection the Protective Order affords extends  
18 only to the limited information or items that are entitled under the applicable legal  
19 principles to treatment as confidential. The parties further acknowledge, as set  
20 forth in Section 10 below, that this Stipulation and any Protective Order creates no  
21 entitlement to file confidential information under seal to the extent applicable local  
22 rules provide alternative mandatory procedures for filings under seal (such as, by  
23 way of example, Civil Local Rule 79-5 of the United States District Court for the  
24 Central District of California, which sets forth the procedures that must be  
25 followed and reflects the standards that will be applied when a party seeks  
26 permission from the Court to file material under seal).

1     2.     Definitions.

2             2.1     Party: any party to this litigation, including a party who is not a  
3 natural person, the term “Party” shall include all of its or his officers, directors, and  
4 employees.

5             2.2     Disclosure or Discovery Material: all items or information, regardless  
6 of the medium or manner generated, stored, or maintained (including, but not  
7 limited to, testimony, transcripts, documents or tangible things) that are produced  
8 or generated in disclosures or responses to discovery in this matter.

9             2.3     “Confidential” Information or Items: information (regardless of how  
10 generated, stored or maintained) or tangible things that qualify for protection under  
11 standards developed under F.R.Civ.P.26(c).

12            2.5     Receiving Party: a Party that receives Disclosure or Discovery  
13 Material from a Designating Party.

14            2.6     Producing Party: a Party or non-party that produces Disclosure or  
15 Discovery Material in this litigation.

16            2.7     Designating Party: a Party or non-party that designates its Disclosure  
17 or Discovery Material as “Confidential.”

18            2.8     Protected Material: any Disclosure or Discovery Material that is  
19 designated as either “Confidential.”

20            2.9     Counsel: attorneys who represent or advise a Party in this litigation  
21 (as well as their support staff), including both inside and outside counsel.

22            2.10    Expert: a person with specialized knowledge or experience in a  
23 matter pertinent to the litigation who has been retained by a Party or its Counsel to  
24 serve as an expert witness or as a consultant in this litigation; and who is not a past  
25 or a current owner, officer, director, or employee of a Party and who, at the time of  
26 retention, was not anticipated to become an employee of a Party or a competitor to  
27 a Party. This definition includes a professional jury or trial consultant retained in  
28 connection with this litigation.

1           2.11 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, organizing, storing, retrieving data in any form or medium; etc.)  
4 and their employees and subcontractors.

5           2.12 Related Federal Actions: The following actions: (a) *Markowitz v.*  
6 *Diversified Lending Group, Inc., et al.*, United States District Court, Central  
7 District of California, Case No. 2:09-cv-00483-R; (b) *Soltman v. Jackson National*  
8 *Life Insurance Company et al.*, United States District Court, Central District of  
9 California, Case No. CV 2:10-00612-R; (c) *Gill v. Friedman, et al.*, United States  
10 District Court, Central District of California, Case No. 2:10-cv-01554-R ; (d) *Kotal*  
11 *v. Jackson National Life Ins. Co., et al.*, United States District Court, Central  
12 District of California C.A. No. 2:10-cv-06275-R; (e) *Ivie v. Diversified Lending*  
13 *Group, Inc., et al.*, United States District Court, Western District of Michigan,  
14 Case No. 1:09-cv-00751 (assigned to the Honorable Gordon J. Quist); and, (f)  
15 *Mirfield v. Jackson National Life Insurance Company, et al.*, United States District  
16 Court, Middle District of Florida, Case No. 6:09-cv-01905 (assigned to the  
17 Honorable Mary S. Scriven).

18  
19       3.   Scope.

20           The protections conferred by this Protective Order cover not only Protected  
21 Material (as defined above), but also any information copied or extracted  
22 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus  
23 testimony, conversations, or presentations by Parties or Counsel to or in Court or  
24 in other settings that would reveal Protected Material.

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1     4.     Duration.

2     Even after the termination of this litigation, the confidentiality obligations imposed  
3     by this Protective Order shall remain in effect until the Designating Party agrees  
4     otherwise in writing or a Court orders otherwise.

5  
6     5.     Designating Protected Material.

7         5.1     Exercise of Restraint and Care in Designating Material for Protection.

8     Each Designating Party that designates information or items for protection under  
9     this Order must take care to limit any such designation to specific material that  
10    qualifies under the appropriate standards. A Designating Party must take care to  
11    designate for protection only those parts of materials, documents, items or oral or  
12    written communications that qualify- so that other portions of the material,  
13    documents, items or communications for which protection is not warranted are not  
14    swept unjustifiably within the ambit of this Order.

15   Mass, indiscriminate, or routinized designations are prohibited. Designations that  
16   are shown to be clearly unjustified, or that have been made for an improper  
17   purpose (e.g., to unnecessarily encumber or retard the case development process,  
18   or to impose unnecessary expenses and burdens on other parties), may expose the  
19   Designating Party to sanctions.

20         If it comes to a Party's or a non-party's attention that information or items  
21    that it/he/she designated for protection do not qualify for protection at all, or do not  
22    qualify for the level of protection initially asserted, that Party or non-party must  
23    promptly notify all other parties that it/he/she is withdrawing the mistaken  
24    designation.

25         5.2     Manner and Timing of Designations. Except as otherwise provided in  
26    this Order (*see, e.g.,* second paragraph of section 5.2(b), below), or as otherwise  
27    stipulated or ordered, material that qualifies for protection under this Protective  
28

1 Order must be clearly so designated before such material is disclosed or produced.  
2 Designation in conformity with this Protective Order requires:

3       5.2(a) for information in documentary form (apart from transcripts of  
4 depositions or other pretrial or trial proceedings), that the Producing Party affix the  
5 legend “Confidential” prominently on each page that contains protected material.  
6 A Party or non-party that makes original documents or materials available for  
7 inspection need not designate them for protection until after the inspecting Party  
8 has indicated which material it would like copied and produced. During the  
9 inspection and before the designation, all of the material made available for  
10 inspection shall be deemed “Confidential.” After the inspecting Party has  
11 identified the documents it wants copied and produced, the Producing Party must  
12 determine which documents, or portions thereof, qualify for protection under this  
13 Order, then, before producing the specified documents, the Producing Party must  
14 affix the appropriate legend (“Confidential”) on each page that contains Protected  
15 Material.

16       5.2(b) for testimony given in deposition or in other pretrial or trial  
17 proceedings, that the Party or non-party offering or sponsoring the testimony shall  
18 identify on the record, before the close of the deposition, hearing, or other  
19 proceeding, all protected testimony, and further specify any portions of the  
20 testimony that qualify as “Confidential.” When it is impractical to identify  
21 separately each portion of testimony that is entitled to protection, and when it  
22 appears that substantial portions of the testimony may qualify for protection, the  
23 Party or non-party that sponsors, offers, or gives the testimony may invoke on the  
24 record (before the deposition or proceeding is concluded) a right to have up to 20  
25 days to identify the specific portions of the testimony as to which protection is  
26 sought and to specify the level of protection being asserted (“Confidential). Only  
27 those portions of the testimony that are appropriately designated for protection  
28 within the 20 days shall be covered by the provisions of this Stipulated Protective

1 Order. If a party invokes the right to identify specific portions within 20 days the  
 2 transcript shall be treated Confidential for 20 days to allow the designating party to  
 3 identify the specific portions and the level of protection being asserted.

4 Transcript pages containing Protected Material must be separately bound by the  
 5 court reporter, who must prominently affix on each such page and the cover page  
 6 of the bound material the legend "Confidential" as instructed by the Party or non-  
 7 party offering or sponsoring the witness or presenting the testimony.  
 8 Arrangements shall be made with the court reporter taking and transcribing  
 9 information designated as "Confidential" to label such portions accordingly.

10 5.2(c) for information produced in some form other than in documentary,  
 11 and for any other tangible items, that the Producing Party affix in a prominent  
 12 place on the exterior of the container or containers in which the information or  
 13 item(s) is stored the legend "Confidential." If only portions of the information or  
 14 item(s) warrant protection, the Designating Party, to the extent practicable, shall  
 15 identify the protected portions, specifying whether they qualify as "Confidential."

16 5.3 Inadvertent Failure to Designate. If timely corrected, an inadvertent  
 17 failure to designate qualified information or items as "Confidential does not,  
 18 standing alone, waive the Designating Party's right to secure protection under this  
 19 Protective Order for such material. If any Disclosure or Discovery Material is  
 20 appropriately designated as "Confidential" after the material was initially  
 21 produced, the Receiving Party, on timely notification of the designation, must  
 22 make reasonable efforts to assure that the material is treated in accordance with the  
 23 provisions of this Order.

## 24 25 6. Challenging Confidentiality Designations.

26 6.1 Timing of Challenges. Unless a prompt challenge to a Designating  
 27 Party's confidentiality designation is necessary to avoid foreseeable substantial  
 28 unfairness, unnecessary economic burdens, or a later significant disruption or delay



1 of the litigation, a Party does not waive its/ his right to challenge a confidentiality  
2 designation by electing not to mount a challenge promptly after the original  
3 designation is disclosed.

4       6.2 Meet and Confer. A Party that elects to initiate a challenge to a  
5 Designating Party's confidentiality designation must do so in good faith and must  
6 begin the process by conferring directly with Counsel for the Designating Party.  
7 In conferring, the challenging Party must explain the basis for its or his belief that  
8 the confidentiality designation was not proper and must give the Designating Party  
9 an opportunity to review the designated material, to reconsider the circumstances,  
10 and, if no change in designation is offered, to explain the basis for the chosen  
11 designation. A challenging Party may proceed to the next stage of the challenge  
12 process only if it or he has engaged in this meet and confer process first.

13       6.3 Judicial Intervention.

14       A Party that elects to press a challenge to a confidentiality designation after  
15 considering the justification offered by the Designating Party may file and serve a  
16 motion under Civil Local Rule 7 (and in compliance with Civil Local rule 79-5, if  
17 applicable) that identifies the challenged Disclosure or Discovery Material and sets  
18 forth in detail the basis for the challenge. Each such motion must be accompanied  
19 by a competent declaration that affirms that the movant has complied with the  
20 meet and confer requirements imposed in the preceding paragraph.

21 The burden of persuasion in any such challenge proceeding shall be on the  
22 Designating Party. Until the Court rules on the challenge, all parties shall continue  
23 to afford the Disclosure or Discovery Material in question the level of protection to  
24 which it is entitled under the Producing Party's designation.

25  
26       7. Access To And Use Of Protected Material.

27       7.1 Basic Principles. A Receiving Party may use Protected Material that  
28 is disclosed or produced by another Party or by a non-party in connection with one

1 or more of the Related Federal Actions, as defined herein, only for prosecuting,  
 2 defending, or attempting to settle one or more of the Related Federal Actions, i.e.,  
 3 an action that is subject to the Parties' executed Plan For Voluntary Coordination  
 4 Of Case Management And Discovery In Related Actions ("the Coordination  
 5 Plan").

6 Such Protected Material may be disclosed only to the categories of persons  
 7 and under the conditions described in this Protective Order and the Coordination  
 8 Plan. When the litigation has been terminated, a Receiving Party must comply  
 9 with the provisions of Section 11 below (FINAL DISPOSITION). Protected  
 10 Material must be stored and maintained by a Receiving Party at a location and in a  
 11 secure manner that ensures that access is limited to persons authorized under this  
 12 Order.

13 7.2 Disclosure of "Confidential" Information or Items. Unless otherwise  
 14 ordered by the court or permitted in writing by the Designating Party, a Receiving  
 15 Party may disclose any information or item designated "Confidential" only to:

16 7.2(a) the Receiving Party, including its or his officers, directors, and  
 17 employees to whom disclosure is reasonably necessary for this litigation and who  
 18 have signed the "Agreement to Be Bound by Stipulated Protective Order" (Exhibit  
 19 A);

20 7.2(b) Counsel, as well as employees of said Counsel to whom it is  
 21 reasonably necessary to disclose the information for this litigation;

22 7.2(c) Experts (as defined in this Protective Order) of the Receiving  
 23 Party to whom disclosure is reasonably necessary for this litigation and who have  
 24 signed the "Agreement to Be Bound by Stipulated Protective Order" (Exhibit A);

25 7.2(d) the Court, any settlement mediator, or their personnel;

26 7.2(e) court reporters, videographers and their staffs;

27 7.2(f) Professional Vendors to whom disclosure is reasonably  
 28 necessary for this litigation;

1 7.2(g) during their depositions, witnesses in the litigation to whom  
2 disclosure is reasonably necessary and who have signed the “Agreement to Be  
3 Bound by Stipulated Protective Order” (Exhibit A). Pages of transcribed  
4 deposition testimony or exhibits to depositions that reveal Protected Material must  
5 be separately bound by the court reporter and may not be disclosed to anyone  
6 except as permitted under this Protective Order; and

7 7.2(h) the author(s), recipient(s), or original source(s) of the Protected  
8 Material.

9  
10 8. Protected Material Subpoenaed Or Ordered Produced In Other Litigation.

11 If a Receiving Party is served with a subpoena or a Court order issued in  
12 other litigation that would compel disclosure of any information or items  
13 designated in this litigation as “Confidential,” the Receiving Party must so notify  
14 the Designating Party in writing (by email, if possible) and in no event more than  
15 three (3) court days after receiving the subpoena or Court order. Such notification  
16 must include a copy of the subpoena or Court order.

17 The Receiving Party also must immediately inform in writing the party who  
18 caused the subpoena or order to issue in the other litigation that some or all the  
19 Protected Material covered by the subpoena or order is the subject of this  
20 Protective Order. In addition, the Receiving Party must deliver a copy of this  
21 Protective Order promptly to the party in the other litigation that caused the  
22 subpoena or order to issue.

23 The purpose of imposing these duties is to alert the interested parties to the  
24 existence of this Protective Order and to afford the Designating Party in this case  
25 an opportunity to try to protect its/his confidentiality interests in the court from  
26 where the subpoena or order issued. The Designating Party shall bear the burdens  
27 and the expenses of seeking protection in that court of its confidential material –  
28

1 and nothing in these provisions should be construed as authorizing or encouraging  
2 a Receiving Party in this litigation to disobey a lawful directive from another court.

3  
4 9. Unauthorized Disclosure Of Protected Material.

5 If a Receiving Party learns that, by inadvertence or otherwise, it/he has  
6 disclosed Protected Material to any person or in any circumstance not authorized  
7 under this Protective Order, the Receiving Party must immediately (a) notify in  
8 writing the Designating Party of the unauthorized disclosures, (b) use its/his best  
9 efforts to retrieve all copies of the Protected Material, (c) inform the person or  
10 persons to whom unauthorized disclosures were made of all the terms of this  
11 Protective Order, and (d) request such person or persons to execute the  
12 “Agreement to Be Bound by Stipulated Protective Order” (Exhibit A).

13  
14 10. Filing Protected Material.

15 Without written permission from the Designating Party or a Court order  
16 secured after appropriate notice to all interested persons, a Party may not file in the  
17 public record in this litigation any Protected Material. A Party that seeks to file  
18 under seal any Protected Material must comply with any applicable Civil Local  
19 Rules governing filing of materials under seal, such as the United States District  
20 Court for the Central District of California’s Civil Local Rule 79-5.

21  
22 11. Stipulation Effective Upon Execution: The Parties agree that this  
23 Stipulation is effective and binding upon the Parties as of the last date of execution  
24 by any Party, and remains effective and binding notwithstanding the whether a  
25 Motion for entry of Protective Order has been filed, is pending and/or has been  
26 denied in any of the Related Federal Actions.

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28 ///

12. Final Disposition.

Unless otherwise ordered or agreed in writing by the Producing Party, after the final termination of this action, including any appeals, if a Producing Party requests in writing that the Receiving Party return or destroy of any or all of the Designating Party's Protected Material, within sixty (60) business days of such request, the Receiving Party must submit a written certification to the Designating Party that all Protected Material was returned or destroyed, including any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel may retain an archival set of copies of all pleadings, motion papers, transcripts, legal memoranda, correspondence, attorney work product and Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order including but not limited to as set forth in Section 4 above.

13. Miscellaneous.

13.1 Right to Further Relief. Nothing in this Protective Order abridges the right of any Party to seek its modification by the Court in the future.

13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it/he otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

IT IS SO ORDERED.

Dated: October 18, 2010



HON. MANUEL L. REAL  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A****AGREEMENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of  
 perjury that I have read in its entirety and understand the Stipulated Protective  
 Order that was issued by the United States District Court for the Central District of  
 California, Central Division on \_\_\_\_\_ [date] in the case of *Soltman, et*  
*al., v. Jackson National Life Insurance Company, Inc.*, USDC Case No. 2:10-cv-  
 612 R (RZx). I agree to comply with and to be bound by all the terms of this  
 Stipulated Protective Order and I understand and acknowledge that failure to so  
 comply could expose me to sanctions and punishment in the nature of contempt. I  
 solemnly promise that I will not disclose in any manner any information or item  
 that is subject to this Stipulated Protective Order to any person or entity except in  
 strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
 Court for the purpose of enforcing the terms of this Stipulated Protective Order,  
 even if such enforcement proceedings occur after termination of this litigation.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_  
 [print or type full address and telephone number] as my California agent for  
 service of process in connection with this litigation or any proceedings related to  
 enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
 [printed name]

Signature: \_\_\_\_\_  
 [signature]